

Clay Co.

IUOE #234 (Roads)

7/1/2005 6/30/2008

AGREEMENT

Between

CLAY COUNTY, IOWA

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 234**

Effective July 1, 2005 through June 30, 2008

THIS AGREEMENT is made and entered into at Spencer, Iowa, by and between CLAY COUNTY, IOWA, hereinafter sometimes referred to as the "County", or the "Employer" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234, hereinafter referred to as the "Union."

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

ARTICLE I

Intent and Purpose

1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the County, its Employees, the Union, and the public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation fo the County's business, to assure the orderly, effective and efficient operation of the Secondary Road Department in order to provide for health, safety and welfare of the citizens of Clay County, and to promote the prompt and efficient performance of work assigned to employees at the lowest possible cost to the taxpayers.

1.2 The parties recognize and declare the necessity of providing the most economical, efficient and highest quality services to citizens and taxpayers of Clay County.

1.3 The parties further recognize that the basic purpose of Clay County is to operate and conduct County business, and that the Secondary Road Department is obligated to assist the County Administration in keeping the County roads safe and functional for those who use them.

ARTICLE II

Union Certification

2.1 On September 21, 2004, the Public Employment Relations Board certified the Union as the agent for certain County Employees in PERB Case No. 6886:

INCLUDED: All employees in the following job classifications in the Clay County Secondary Road Department: Shop Mechanic(s); Equipment Operator I, II, III, IV, V; Truck Driver I, II, III; Laborers and Service Manager Foreman designate.

EXCLUDED: County Engineer; Assistant County Engineer; Secretary to the County Engineer; Maintenance Superintendent; Road Foreman; Shop Foreman; Sign Foreman; Party Chief; Drainage Technician; Inspector/Rodman; Typist; all temporary help and all others excluded by Section 4 of the Act.

2.2 The Union acknowledges its legal duty to fairly represent all employees in the bargaining unit.

ARTICLE III

County and Union Rights and Responsibilities

3.1 The Union agrees and acknowledges that the County is a public employer within the meaning of Iowa Code § 20.7, and that accordingly, nothing in this Agreement shall be interpreted, construed or applied in a manner which would be inconsistent or interfere with any of the powers, duties and rights of the County established by constitutional provisions, statute, ordinance, charter, or special act.

3.2 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union

because of membership or non-membership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the County.

3.3 For purposes of investigating pending grievances, a duly authorized representative of the Union may have access to County premises with supervision's prior consent, provided, however, that the Union will not interfere with or interrupt the County's operations or the work of its employees.

ARTICLE IV

Definitions

4.1 A regular employee shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case No. 6886 and has completed his/her probationary period.

4.2 A permanent employee is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.

4.3 Temporary employees, casual employees and seasonal employees shall not become regular employees under this Agreement.

4.4 A probationary employee is one who has not completed his first six (6) calendar months of continuous service with the County as a full-time permanent employee.

4.5 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.

4.6 The word "employee" when used in this Agreement shall be limited to mean "regular employee."

ARTICLE V

Work Stoppages

5.1 The County agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Union.

5.2 The parties hereby acknowledge and recognize that it is illegal and contrary to Public Policy in the State of Iowa for any Public Employee organization to encourage or participate in a strike against a Public Employer. No Employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify or participate in a strike against the County.

5.3 In the event of a violation or threatened violation of above Section 5.2, the Union agrees that it will take immediate affirmative steps with the persons involved (such as public announcements, letters, bulletins, telegrams, and meetings) to bring about an immediate cessation of such violation and an immediate resumption of normal operations.

5.4 Nothing in this Article shall be construed as a restriction or limitation of the County's right to immediate recourse to any court or administrative agency of competent jurisdiction.

ARTICLE VI

Health and Safety

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in maintaining County policies, rules and regulations as to health and safety as set forth in the Clay County Handbook of Personnel Policies for Clay County Secondary Roads Maintenance Employees.

6.2 All new employees, upon initial employment, or return from a leave of absence, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a doctor of medicine of the employee's choice.

6.3 Employees are required to promptly report any injury or accident, or unsafe or unhealthy condition to supervision in writing.

6.4 The Union may designate one (1) bargaining unit employee to attend the meetings of the Clay County Safety Committee.

6.5 The County, once a year, shall reimburse employees in the amount of \$50.00 toward the purchase of one (1) pair of safety shoes, or towards the purchase of one (1) pair of safety boots. Employees may accumulate \$80.00 over two (2) years to be used toward the purchase of safety shoes or safety boots. Employees choosing not to purchase safety shoes or safety boots will be provided with steel toe caps to wear over appropriate footwear.

6.6 The County, no sooner than once every twenty-four (24) months, shall provide employees with one (1) pair of plastic safety glasses or reimburse to employees \$20.00 toward the cost of a standard pair of hardened safety glasses. Replacement glasses shall include any specifications that the employee has on his current glasses. Employees shall be responsible for the use and care of their safety glasses.

6.7 The use of safety belts shall be mandatory.

6.8 All employees shall be issued a hard hat. The use of the hard hat shall comply with OSHA Standards and County Policies.

ARTICLE VII

Grievance Procedure

7.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

7.2 A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a provision of this Agreement by the County.

7.3 Should an employee claim a grievance, it shall be processed in the following manner:

Step One: An employee who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than five (5) working days after the occurrence upon which the grievance is based, by informal discussion with the appropriate immediate supervisor who is designated for this purpose by the County. Said immediate supervisor will give his/her oral answer to the grievance within five (5) days after the grievance was presented to him/her.

Step Two: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to step Two, the grievance will be reduced to writing and submitted to the County Engineer or his/her designee within ten (10) working days after receipt of the immediate Supervisor's oral answer. The written grievance shall specifically state and set forth in the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved and the relief sought. The County Engineer or his/her designee shall, within five (5) working days, meet with the grievant, who may at his/her option be accompanied by a duly authorized Union Representative, at a time mutually agreeable to the parties and, if a settlement is not reached, the County Engineer or his/her designee will provide a written answer to the grievant within ten (10) days following such meeting.

7.4 If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the County Engineer within ten (10) days after the receipt of his/her answer in Step Two. Said written notice must be signed by both the grievant and an authorized representative of the Union.

Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator either may, within fifteen (15) days after receipt of the notice, request the Iowa Public Employment Relations Board or Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, the Union shall strike the first name from the list, the County the second, and thereafter, each shall, in the order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the County and Union Representative, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

7.5 Arbitrator's Jurisdiction. The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the State of Iowa require to be resolved otherwise.

The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

7.6 The reasonable expenses, fees and costs of the arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

7.7 All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to.

7.8 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the County's last answer and the grievant and the Union shall be barred from further pursuit of the grievance. The failure of the County's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step. Time limits may be extended by mutual agreement.

ARTICLE VIII

Hours of Work and Overtime

8.1 This Article is intended only to provide a basis of calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week. It is understood and agreed that work must be performed in accordance with the needs of the County. Accordingly, the County Engineer, at his discretion, may require any employee to work at any time when in his determination a need for such exists, except when an employee is on a pre-approved, paid leave of absence.

8.2 The normal workweek shall consist of forty (40) hours per week, Monday through Friday, with normal working hours from 7:30 a.m. to 4:00 p.m. The normal workweek during the summer months (the first Friday in June through the last Thursday in August) will be forty (40) hours per week, Monday through Thursday and/or Tuesday through Friday from 6:30 or 7:00 a.m. to 5:00 or 5:30 p.m. At the County's sole discretion, "summer months" may be extended to include all or part of the months of April, May, September and/or October. Employees will be notified in their paycheck envelope of any changes in the normal daily or weekly work hours. The workweek for purposes of computing weekly pay will begin at 12:01 a.m. on Friday and continue through 12:00 p.m. on Thursday.

8.3 All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1 ½) times the employee's straight time hourly rate. All paid leave shall count as time worked for purposes of overtime.

8.4 All overtime work must be authorized by and have the prior approval of the County Engineer or his designee.

8.5 Employees will receive a thirty (30) minute unpaid lunch period, at times scheduled by the County, and one (1) fifteen (15) minute break period during the first half of the working day at a time scheduled by the County. When employees are working a ten (10) hour workday, they will be allowed two (2) fifteen (15) minute breaks per day.

8.6 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the County from time to time to meet the County's requirements. It is also understood and agreed that the County shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and

employees shall be required to work as scheduled by the County. Changes in the hours of work shall not be made for the purpose of avoiding overtime.

8.7 In the event that the County notifies an employee of the necessity of reporting back to work at a time other than the normally scheduled work period and other than for snow removal operations, the employee shall receive a minimum of two (2) hours of pay at his/her current hourly rate.

ARTICLE IX

Layoff Procedure

9.1 Upon satisfactory completion of the probationary period a regular employee will come within the seniority provisions of this Agreement. Seniority is defined as a regular employee's length of continuous services with the County from his/her most recent date of hire in the bargaining unit.

9.2 Those employees to be laid off will be notified one (1) week in advance, if practical. Laid off employees shall advise the County of their current address and telephone numbers during layoff. Temporary and part-time employees shall be laid off first and shall have no recall rights.

9.3 The seniority records for employees shall be maintained by the County and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the County within thirty (30) days. Seniority is defined as an employee's length of continuous service with the County from his/her most recent date of hire in the bargaining unit. In the case of more than one (1) employee having the same hire date, seniority

shall be determined by the last four digits of the social security number (i.e. 2000 would be higher than 1995). The lower number employee being first on the seniority list.

9.4 A uniform reduction in bargaining unit employees work hours shall not be considered a layoff. Unit employees working under a reduction in hours will accrue benefits as working forty (40) hours per week.

9.5 The seniority and any recall rights of an employee shall terminate if the employee retires, quits, is terminated, is discharged, fails to report within four (4) working days after being notified of recall to work from layoff (this four day requirement may be waived by mutual agreement between the County and the employee), is laid off or absent for any reason for a period exceeding twelve (12) months or the employee's seniority, whichever is less (exceptions to this requirement may be made by mutual agreement between the County and the employee), engages in other work while on leave of absence or gives a false reason for obtaining a leave of absence, fails to report to work at the end of a leave of absence, or is absent without notice to the County two (2) consecutive working days, unless satisfactory evidence is presented to the County that the employee was physically unable to give notice.

9.6 An employee transferred or promoted from the bargaining unit shall retain [for a period not to exceed twelve (1) calendar months] but shall not continue to accrue seniority.

9.7 Regular employees will be divided into the following classifications for purposes of layoff and recall:

- A. Motor Grader
- B. Mechanic
- C. Road Crew, Including Sign

9.8 In all cases of reduction or restoration of personnel, the County will consider the present skill, ability, qualifications, and seniority of the employees. If skill, ability and qualifications are determined by the County to be equal between or among employees in the classification affected, the more senior employee shall be retained or restored to the position. Recall shall be done in the reverse order of layoff, providing the employee can perform the work available.

ARTICLE X

Transfer Procedures

10.1 Whenever a permanent bargaining unit vacancy exists and the County wishes to fill such vacancy, the following procedure will apply:

- (a) The vacancy will be posted at the County Engineer's office and regularly staffed road's employee locations for a period of five (5) working days before the vacancy is permanently filled by hire or transfer.
- (b) Regular employees desiring to bid on such vacancy shall make written application to the County Engineer during such posting period.
- (c) The County will select an employee to fill such vacancy on the basis of the County's assessment of the considerations set forth in § 9.8, and if they are determined to be equal, by employees' seniority.
- (d) If no bidders are acceptable to the County, the vacancy may be filled at the County discretion by hire or reassignment.
- (e) Employees must have been in their current position at least twelve (12) months to be eligible to bid on vacancies.
- (f) An employee will not be allowed more than one successful bid during a twelve (12) month period.
- (g) The filling of any vacancy through the job bidding procedure shall not obligate the County to post more than one additional vacancy resulting from the filling of the first posted vacancy; and any additional vacancies resulting from the filling of the first posted vacancy may be filled by hire or reassignment.

(h) A successful bidder will be transferred to such vacancy as soon as is reasonably practical under the circumstances.

10.2 Notice of the temporary transfer will be given to the employee affected as soon as practicable. If an employee is required to temporarily fill an open position at an out-shed, which is a further distance from the employee's residence, the County will pay the employee 31¢ per mile for the excess distance.

10.3 If a successful bidder is unable to perform the work within a period of up to forty-five (45) work days to the satisfaction of the County, the employee shall be returned to his/her former position.

ARTICLE XI

Leaves of Absence

11.1 Sick Leave: Accumulation. All regular full-time employees shall accrue sick leave at a rate of 7.38 hours per each fourteen (14) day pay period, resulting in sixteen (16) hours per month up to a maximum of seven hundred twenty (720) hours. Accrual will begin with the first full payroll period after completion of the employee's probationary period.

Sick leave will be credited each December 31 for the past twelve month period. At the time the credit is made for days earned, a payment of Five Dollars (\$5.00) per day will be made for any days accumulated in excess of 90 days – this payment will be made during January of the following year.

11.2 Sick Leave: Notification and Verification. When absences due to sickness are necessitated, the employee shall notify the Engineer or his/her designee prior to the beginning of his/her scheduled reporting time. After two (2) consecutive days missed, the Employer may require a doctor's statement at the employee's cost. Should a doctor's statement be required, the

employee will be notified prior to returning to his/her job the next work day. In order to be eligible for sick leave to attend a medical appointment more than thirty (30) miles from the employee's place of employment, the employee must give notice to the Engineer ten (10) days in advance of the appointment unless a bona fide emergency is involved.

11.3 Bereavement Leave: Eligibility and Administration. All regular full-time Employees will be allowed time off with eight (8) hours of pay per day on the following schedule: From the date of death to the date of funeral services not to exceed five (5) days per occurrence for arrangements and attending the funeral of a Wife, Husband, Child, Mother, Father, Brother, Sister, Grandparents, Grandchildren, Great-Grandchild, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law or Daughter-in-Law, Step-Child, Step-Parent. Leave for extended family members (Aunt, Uncle, Nephew, Niece, Grandparents-in-Law), shall only be for the day of the funeral.

11.4 Civil Leave. A full-time Employee who is selected for jury duty or is called as a witness, shall receive a paid leave of absence for up to their normal work hours per work day for the time spent on such duty. Compensation received by the Employee from the Court will be turned over to the County Auditor, with the exception of mileage reimbursement incurred by the Employee.

11.5 Leave Without Pay. The County Engineer at his discretion may grant an Employee, who has completed his/her probationary period, leave without pay and without loss of his/her employment status for a period of up to ten (10) working days per year. All compensated leave and vacation time shall be used prior to consideration of leave of absence. No vacation, sick

leave, or other benefits shall accrue to an employee during the period of time he/she is on leave without pay.

11.6 Injury Leave. Employees on leave of absence due to injury covered by the Worker's Compensation may elect to supplement the Worker's Compensation benefits with accrued sick leave and vacation time. Such supplement shall not result in the Employee receiving more than the Employee's regular rate of pay. Benefits shall accrue during an employee's injury leave.

11.7 Military Leave. Clay County will comply with applicable State and Federal Laws.

11.8 Family Illness Leave. Up to two (2) days of sick leave per calendar year may be used by an employee for illness of a spouse, child or parent residing in the employee's household. The County may allow up to two (2) additional days of sick leave per calendar year if the employee's absence is supported by a valid doctor's statement.

11.9 Leaves Required by Law. Leaves required by applicable law will be administered by the County in accordance with applicable law for eligible employees pursuant to County policy.

11.10 A failure to report to active employment at the expiration of a leave, or any absence from active duty which has not been granted or approved in accordance with County policy or this Agreement shall be considered as a voluntary resignation.

11.11 Administrative Leave. Administrative leave with pay may be granted at the discretion of the County Engineer or the employee's immediate supervisor not to exceed one (1) day. Any administrative leave requested during the snow months of November through March will follow the same process as addressed in "Section 13.1 – Vacation Leave."

ARTICLE XII

Holidays

12.1 Subject to and in accordance with the provisions of this Article, a regular full-time employee who is on the active payroll shall receive eight (8) hours [ten (10) hours if the holiday falls during a four-ten hour day work week] of holiday pay at his/her regular hourly rate of pay for January 1st, Memorial Day, July 4th, Labor Day, Thursday of the week of the Clay County Fair, Veterans' Day, Thanksgiving Day, President's Day and December 25th, on the following basis:

- a) The eligible employee must work as required on the holiday if so scheduled. An eligible employee scheduled or called to work but not reporting for work as required, shall receive no holiday pay. The eligible employee who works as required on any of the above-mentioned holidays will be paid holiday pay as set forth above, in addition to his normal rate of pay.
- b) No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, and the entire first scheduled workday immediately following the holiday. If an employee is absent on either or both of said workdays as a result of an approved leave of absence or personal injury or illness which the County can require a medical doctor's substantiation in writing, or an on-the-job injury, the employee shall be considered as having met these requirements. An employee on layoff is not eligible for holiday pay.

- c) When an eligible employee's vacation period includes a holiday, he/she will receive an additional day off with pay at his/her regular hourly rate.
- d) If a paid holiday falls on Saturday or Sunday, it may be observed on either Friday or Monday, at the County's discretion, or on Friday with respect to some employees, on Monday with respect to other employees.
- e) Employees required to perform work on Christmas and/or Thanksgiving shall be paid double-time for all hours worked in addition to the paid holiday. All other holidays will be paid at their normal rate of pay, in addition to the paid holiday, for all hours worked.
- f) The Engineer or his designee may in their discretion grant one-half (1/2) day (afternoon) before Christmas and one-half (1/2) day (afternoon) before New Year's Day as an additional paid holiday. The decision to exercise or not exercise such discretion shall be vested solely with the Engineer or his designee.
- g) During snow months, it will be the duty of each Employee, unless he is on approved benefit leave, to keep his immediate Supervisor informed of his location on the holidays.

ARTICLE XIII

Vacation Leave

13.1 Annual leave shall be used when regular full-time employees wish to take vacation or to be otherwise absent from work for reasons unrelated to other forms of leave.

13.2 Eligible regular full-time employees will be entitled to vacation leave for each complete year based upon employment. All vacations are earned and based on employee's anniversary date of hire. Vacation for regular full-time employees is as follows:

<u>Years</u>	<u>Vacation Hours</u>
After 1 full year of service	40 hours
After 2 full years of service	80 hours
After 8 full years of service	120 hours
After 20 full years of service	160 hours (4 weeks or 20 days)
After 30 full years of service	200 hours (5 weeks or 25 days)

13.3 Vacation leave may not be utilized in advance of being earned.

13.4 All vacation must be taken each year as earned and no carry over will be allowed. All vacation will be scheduled on the calendar year with the first day of scheduling to be 1 January of the calendar year in which vacation will be taken. From 1 January to 1 March, seniority will rule for scheduling vacation. Bumping will be allowed only during these two months. If any person is bumping another for vacation, a two (2) week written notice shall be given to the one who is being bumped. After 1 March, first come, first serve basis will apply. No more than five (5) employees may be off on vacation at one time except during the Clay County Fair week, when six (6) employees may be on vacation. During the snow months of November through March, no more than one (1) employee may be on vacation at any one time. Up to two (2) additional employees may have a one (1) day vacation granted during the snow season if the employee requests the day off during business hours after 3:00 p.m. the previous day or before starting time the day the employee wants off. These one (1) day vacations will be granted as weather permits. Any changes on the vacation schedule by employees must be made with their immediate supervisors no later than ten (10) days before the intended date of the vacation. (This requirement may be waived for good cause). Unless there is a verifiable, emergency, employees

must provide their immediate supervisor with two (2) days prior notice before taking any unscheduled or unused vacation except when one (1) day vacations are requested during the snow season. Vacation leave may be taken in one (1) hour increments up to 16 hours. All vacation after 16 hours must be taken in whole day increments.

13.5 Requests for vacation leave shall only be granted in those instances in which the County Engineer or his designee determines that the employee's absence will not impose a hardship on the County.

13.6 Employees are encouraged to take one-half of their vacation time over one continuous period of time, or alternatively, in one week increments.

13.7 Vacation leave not used will be paid upon termination of employment for those employees having completed one (1) year of employment.

ARTICLE XIV

Group Insurance

14.1 During the term of this Agreement, the County will make the same or similar group health insurance coverage available to eligible full-time employees as was made available to employees of the County on July 1, 2004, subject to and in accordance with the terms and conditions of the group contracts of the insurers. During the term of this Agreement the County will pay 98% of the monthly premium for single coverage or \$359.00 per month, whichever is greater. During the term of this Agreement the County will pay 83.5% of the monthly premium for family coverage or \$738.00 per month whichever is greater. Plan co-pays, deductibles and maximum out of pocket will remain the same for the duration of the Agreement, that were in effect for Secondary Road Employees on July 1, 2004.

14.2 The County will continue to offer life, accident and vision insurance that was offered on July 1, 2004, for Secondary Road Employees, subject to and in accordance with the terms and conditions of the group contracts of the insurers. The payment for these policies will continue during the duration of this Agreement that was the practice on July 1, 2004.

14.3 During the term of this Agreement, the County will continue to pay the following employees hired prior to July 1, 1991, who elect not to take dependent insurance coverage, a monthly allowance of \$92.00, less required tax withholdings and the County's FICA and IPERS contributions: Clifton Albrecht; Martin Schoening; Garwin Rafdal; Michael Hermstead.

ARTICLE XV

Minimum Hourly Wage Rates

15.1 The regular minimum hourly rates of pay for employees covered by this Agreement are set out in Appendix "A" which is attached hereto.

ARTICLE XVI

Union Dues Check-Off

16.1 The County agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the County with a valid written authorization therefore, for current monthly Union dues (including uniform assessments, initiation fees and back dues, but excluding other assessments, fines and similar items) in the amount certified by an authorized officer of the Union, and remit such monies to the Union no later than the last day of the month. Such written authorizations may be revoked by any employee at any time upon his/her written notice to the County and the Union. The Union agrees to indemnify, defend, and

hold the County harmless against any and all claims, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken or not taken by the County in connection with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. The Employer will enclose, with the deduction a list of employees for which dues have been deducted.

ARTICLE XVII

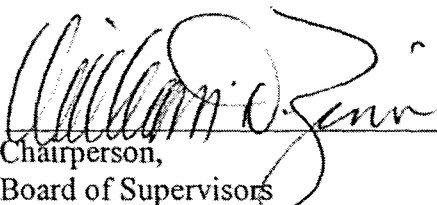
General Provisions, Terms of Agreement

17.1 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

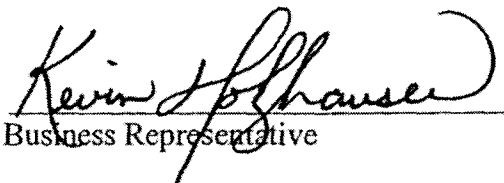
17.2 This Agreement shall become effective July 1, 2005, and thereafter shall remain in full force and effect until June 30, 2008, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice or fax of its desire to terminate this Agreement on or before September 1, 2007, or on or before September 1st in any succeeding renewal year.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their duly authorized representatives this ____ day of June, 2005.

CLAY COUNTY, IOWA

By: 
Chairperson,
Board of Supervisors

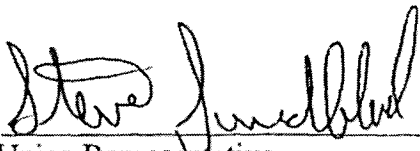
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 234

By: 
Business Representative

By:


Member,
Board of Supervisors


By:


Union Representative


By:


County Engineer,

By:


Union Representative

By:


Union Representative

By:


Business Manager

APPENDIX A

I. Regular Hourly Rates of Pay Effective First Full Pay Period Beginning After:

<u>Pay Classifications</u>	<u>Current</u>	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>
Base	\$15.45	\$15.87	\$16.35	\$16.88
Operator	\$15.81	\$16.24	\$16.73	\$17.27

- A. During their first year of employment, employees will be paid 80% of the Base Rate.
- B. During their second year of employment, employees will be paid 85% of their Base Rate.
- C. During their third year of employment, employees will be paid 90% of the Base Rate.
- D. During their fourth year of employment, employees will be paid 95% of the Base Rate.
- E. During their fifth year of employment, employees will be paid the Base Rate.
- F. On the July 1st following their 6th Anniversary of employment, employees will be advanced to Operator.

II. Longevity Pay

- A. In addition to the minimum straight-time hourly wage rates set forth above, eligible full-time employees covered by this Agreement will receive longevity pay in accordance with the following schedule:

	<u>40 hours per week Hours Longevity Pay Increments</u>
Five (5) Years of Continuous Service.....	12¢ per hour
Ten (10) Years of Continuous Service.....	26¢ per hour
Fifteen (15) Years of Continuous Service	40¢ per hour
Twenty (20) Years of Continuous Service.....	55¢ per hour
Twenty-Five (25) Years of Continuous Service	69¢ per hour

III. Red Circled Employees

The following red-circled Operators will be paid the following hourly rates of pay during the term of this Agreement.

Regular Hourly Rates of Pay Effective First Full Pay Period Beginning after:

<u>Name</u>	<u>Current</u>	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>
Wayne Bishop	\$16.23	\$16.68	\$17.18	\$17.74
John Fogarty	\$16.75	\$17.21	\$17.73	\$18.31
James Joenks	\$16.23	\$16.68	\$17.18	\$17.74
Darrell Nordman	\$16.23	\$16.68	\$17.18	\$17.74
Jonathan Winterboer	\$16.23	\$16.68	\$17.18	\$17.74